

## TAX SALE PROPERTY PURCHASE AGREEMENT

This TAX SALE PROPERTY PURCHASE AGREEMENT (“Agreement”) is made and executed this \_\_\_ day of \_\_\_\_\_, 2022, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY, and EOS AT PARKSIDE, LLC, a Delaware limited liability company, hereinafter referred to as BUYER. County and Buyer may be referred to collectively as the “Parties”.

### RECITALS

- A. COUNTY owns a parcel of land located at approximately 210 South Edison Street, Salt Lake City, Utah, identified as Tax Id. No. 16-06-154-031 (the “Property”), which was struck off to COUNTY after the tax sale in 1987.
- B. BUYER owns real property adjacent to the Property, desires to purchase from the County any right, title, or interest of the County in and to the Property, and has paid a fee of \$100, which amount shall be credited towards the purchase price of the Property. A description of the Property is attached hereto as Exhibit 1 and incorporated herein by this reference.
- C. COUNTY has determined that the Property is not currently in public use, and the Salt Lake County Real Estate Section has determined that the value of the Property is eight hundred three and 24/100 dollars (\$803.24).

IN CONSIDERATION of the covenants and conditions set forth herein, it is mutually agreed by the Parties hereto as follows:

1. COUNTY agrees to convey and deliver to BUYER a quit-claim deed for the Property (the “Quit-claim Deed”), the form of which is attached hereto as Exhibit 2 and incorporated herein by this reference.

2. IN CONSIDERATION for conveying the Property by quit-claim deed, BUYER shall pay COUNTY eight hundred three and 24/100 dollars (\$803.24), (the “Purchase Price”).

3. COUNTY makes no representations as to the title conveyed, nor as to BUYER's right of possession of the Property. Similarly, COUNTY makes no warranties or representations as to whether the Property is buildable or developable, nor does COUNTY make any representations regarding whether the Property complies with applicable zoning regulations. COUNTY does not warrant or represent that the Property is habitable or in any particular condition. COUNTY also makes no warranties or representations regarding the accuracy of the assessment of the Property or the accuracy of the description of the real estate or improvements therein.

4. COUNTY and BUYER agree that time is of the essence of this Agreement.

5. COUNTY and BUYER understand and agree that this Agreement shall not be considered final until executed by the Mayor of Salt Lake County, pursuant to a resolution of the Salt Lake County Council.

6. COUNTY and BUYER agree that Derrick Sorensen of the Salt Lake County Real Estate Division shall act as closing agent in accordance with the terms of this Agreement for the parties hereto.

7. Upon receipt of the full Purchase Price from BUYER, COUNTY shall deliver the Quit-claim Deed to BUYER.

8. CAMPAIGN CONTRIBUTIONS: BUYER acknowledges the prohibition of campaign contributions by contractors to COUNTY candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. BUYER also acknowledges and understands this prohibition means that any person, business, corporation, or other entity that enters into a contract or is engaged in a contract with BUYER may be prohibited from making certain campaign contributions to COUNTY candidates. BUYER further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. BUYER represents, by executing this Agreement, that BUYER has not made or caused others to make any campaign contribution to any COUNTY candidate in violation of the above-referenced County ordinance.

9. It is agreed that the terms herein constitute the entire Agreement between COUNTY and BUYER and that no verbal statement made by anyone shall be construed to be part of this Agreement unless incorporated in writing herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this \_\_\_ day of \_\_\_\_\_, 2022.

**[Signature page follows]**

**COUNTY: SALT LAKE COUNTY**

By \_\_\_\_\_  
Mayor or Designee

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Derrick L. Sorensen  
Salt Lake County Property Manager

**BUYER: EOS AT PARKSIDE, LLC**  
A Delaware Limited Liability Company  
By KBS Realty Advisors, LLC  
A Delaware Limited Liability Company  
As its authorized agent

\_\_\_\_\_  
By: Tim Helgeson  
Senior Vice President

**APPROVED AS TO FORM:**

\_\_\_\_\_  
John E. Diaz  
Deputy District Attorney

**EXHIBIT 1**  
LEGAL DESCRIPTION

**EXHIBIT 2**  
**QUIT-CLAIM DEED**